



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1264F 2
EFFECTIVE BEGIN DATE: 02-01-2006
EXPIRATION DATE: 01-31-2007
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BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

Fisher Scientific
4500 Turnberry Dr

Hanover Park, IL 60133
USA

VENDOR CONTACT:

No contact specified

PHONE: 412-490-8300

EXT:

EMAIL:

VENDOR #: 23294273704

DESCRIPTION OF ITEMS CONTRACTED

Scientific Products PER IBA010914-SS of 9-14-01.

Iowa Sales Rep. for personal assistance: Carla McCarthy at cell phone 515-988-0062 or e-mail address carla.mccarthy@fishersci.com

Iowa Regional Rep.: Dave Rusnak at Voice Mail Phone 800-955-9999 ext. 3423 or cell phone 515-991-0609 or e-mail address: dave.rusnak@fishersci.com

Price structure firm 365 days

Payment Terms: Net 30

FOB: Destination

Minimum Order: Standard Mfg. package

Pricing extended to political sub-divisions.

In addition to the discount structure, additional contract services include:

- 1.) On-line ordering at web site www.fishersci.com
- 2.) EDI Billing, credit card payment and reporting options
- 3.) ACROS Organics technical services
- 4.) CORE: Convenient onsite replenishment program
- 5.) New Lab Start-up Program (\$25,000 products at no-charge)
- 6.) MSDS Sheets at fishersci.com for fisher manufactured chemicals
- 7.) Fisher science education (see web site www.fisheredu.com)
- 8.) Fisher Service Division (10% discount on non-warranty services)

Warranties:

- 1.) Equipment items have a minimum of 1-year parts and labor warranty or manufacturer's full warranty, whichever is longer
- 2.) All fisher self-manufactured equipment shall have a 2-year parts and labor warranty
- 3.) All manufacturer warranties shall be passed to the ordering www.iowabiotechnology.com

RENEWAL PERIODS

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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1	0.00000		49510	\$0.000000 \$0.000000
			Animal Cages and Supplies (Including Litter) (Laboratory Typ	
			ANIMAL CAGES, NALGENE.....43.8%	
			ANIMAL CAGES, VENDOR'S BRAND, MFG. BY MARYLAND PLASTICS.....50%	
			BALANCES, METTLER BRAND.....32.5%	
			BALANCE SUPPLIES AND ATTACHMENTS, METTLER BRAND.....21%	
			BALANCES, ACCUSERIES BRAND.....28%	
			BALANCE SUPPLIES AND ATTACHMENTS, DENVER BRAND.....21%	
			BALANCES, DENVER BRAND.....31%	
			BALANCE SUPPLIES AND ATTACHMENTS, DENVER BRAND.....20%	
			BALANCES, OHAUS BRAND.....39%	
			BALANCE SUPPLIES AND ATTACHMENTS, OHAUS BRAND.....20%	
			ENZYMES, RESTRICTION AND MODIFYING ONLY, PROMEGA BRAND.....26%	
			BIOCHEMICALS, MALLINCKRODT BRAND.....47%	
			BIOCHEMICALS, FISHER BP BRAND....47.5%	
			LABORATORY BLENDERS, WARING BRAND.....48%	
			LABORATORY CARTS, RUBBERMAID BRAND.....50%	
2	0.00000		49009	\$0.000000 \$0.000000
			Centrifuges, Desk Top and Free Standing	
			FLOOR MODEL CENTRIFUGES, IEC BRAND....28.5%	
			FLOOR MODEL, CENTRIFUGE ROTORS, IEC BRAND...28.5%	
			MICRO CENTRIFUGE, FISHER MARATHON BRAND....35.5%	
			MICRO CENTRIFUGE ROTORS, FISHER MARATHON BRAND...35.5%	
			MICRO CENTRIFUGE AND MICRO ROTORS, EPPENDORF BRAND.....30%	
			CENTRIFUGE AND CENTRIFUGE ROTORS, EPPENDORF BRAND.....30%	
			MICRO CENTRIFUGE AND MICRO ROTORS, FISHER SCI. BRAND...35.5%	
			TABLE TOP CENTRIFUGES AND ROTORS, FISHER MARATHON BRAND.....30%	
		28.5%	
3	0.00000		17513	\$0.000000 \$0.000000
			Chemicals, Laboratory (ACS, CP, Practical, Reagent Grade, et	
			ORGANIC CHEMICALS, FISHER SCIENTIFIC BRAND.....68%	
			INORGANIC CHEMICALS, FISHER SCIENTIFIC BRAND.....81%	
			ORGANIC AND INORGANIC CHEMICALS, MALLINCKRODT BRAND.....40%	
			ACID CHEMICALS, FISHER SCIENTIFIC BRAND.....71%	
			BIOTECH GRADE CHEMICALS, FISHER SCIENTIFIC BRAND.....47.5%	
			BULK CHEMICALS, FISHER SCIENTIFIC BRAND.....86%	
			SPECIALTY GRADE CHEMICALS (HPLC & ELEC) FISHER SCI. BRAND....79%	
			ORGANIC CHEMICALS, FISHER SCIENTIFIC BRAND.....15%	
			ORGANIC SOLVENT CHEMICALS, FISHER SCIENTIFIC BRAND.....86%	
			INORGANIC CHEMICALS, FISHER SCIENTIFIC BRAND.....81%	
			INORGANIC PRECIOUS METAL CHEMICALS AND PRECIOUS METAL SALTS, FISHER SCIENTIFIC BRAND.....81%	
			STAIN & DYE CHEMICALS, FISHER SCIENTIFIC BRAND..81%	
4	0.00000		17514	\$0.000000 \$0.000000
			Chromatography Supplies: Developing Tanks, Columns, Packing,	
			CHROMATOGRAPHY COLUMNS & SUPPLIES, FISHER SCIENTIFC BRAND....25%	
			CHROMATOGRAPHY TLC PLATES, ANALTECH BRAND.....45%	
5	0.00000		41552	\$0.000000 \$0.000000
			Fume Hoods, Laminar Flow Hoods, Biological Cabinets and Isol	
			POINT OF USE COOLERS, NESLAB BRAND.....15%	
			CORKS, CORK CORNER BRAND.....80%	
			CUTTING MILLS, WILEY BRAND.....40%	
			DEWARS, LOCATOR BRAND.....30%	
			DEWARS, THERMO BRAND.....28%	
			DEWARS, ARCTIC EXPRESS BRAND AND BIO-CANE BRAND.....20%	
			DEWARS, POPE BRAND...45.3%	
6	0.00000		17528	\$0.000000 \$0.000000
			Electrophoresis Supplies: Gel Materials, Plates, Strips, Tub	
			ELECTROPHORESIS POWER SUPPLIES, EC BRAND.....31%	
			ELECTROPHORESIS POWER SUPPLIES, FISHER SCIENTIFIC BRAND.....26%	
			ELECTROPHORESIS GEL CELLS - VERTICAL AND HORIZONTAL, FISHER	



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7	0.00000		SCIENTIFIC BRAND.....28% 1751110	\$0.000000 \$0.000000
			CELLS, LABORATORY	
			CELL SUPPLIES, FISHER SCIENTIFIC BRAND.....25%	
			CELL CHEMICALS, FISHER SCIENTIFIC BRAND.....47.5%	
8	0.00000		89024	\$0.000000 \$0.000000
			Filtration Equipment and Accessories, Water	
			FILTER PAPER, AHLSTROM BRAND.....50%	
			FILTER PAPER, WHATMAN BRAND.....62%	
			FILTER PAPER, WHATMAN BRAND....31%	
			FILTRATION PRODUCTS, GELMAN BRAND....30%	
			FILTRATION PRODUCTS, CORNING BRAND.....36.5%	
9	0.00000		7407035	\$0.000000 \$0.000000
			FREEZERS	
			FRACTION COLLECTOR, SPECTRA/CHROM BRAND.....25%	
			FREEZE DRYERS, LABCONCO BRAND.....35%	
			FREEZE DRYERS, YAMATO BRAND.....23%	
			FREEZE DRYER SUPPLIES & ATTACHMENTS, YAMATO BRAND..23%	
			LAB FREEZERS, LAB-LINE BRAND....28.5%	
			ULTRA-LOW FREEZERS, REVCO BRAND.....31%	
10	0.00000		41552	\$0.000000 \$0.000000
			Fume Hoods, Laminar Flow Hoods, Biological Cabinets and Isol	
			FUME HOODS, LABCONCO BRAND.....36%	
			FUME HOODS, FISHER HAMILTON BRAND.....45%	
11	0.00000		17536	\$0.000000 \$0.000000
			Furnaces and Heaters, Laboratory	
			LAB FURNACE, LINDBERG BRAND.....32%	
			LAB FURNACE, THERMOLYNE BRAND.....35%	
			LAB FURNACE, FISHER SCIENTIFIC BRAND.....40%	
			LAB FURNACE, BLUE M BRAND.....40%	
12	0.00000		17542	\$0.000000 \$0.000000
			Glassware, Laboratory (Stock Only)	
			DISPOSABLE GLASSWARE, CORNING BRAND.....48%	
			DISPOSABLE GLASSWARE, GOLD SEAL (FALCON) BRAND.....46%	
			DISPOSABLE GLASSWARE, KIMBLE BRAND.....45%	
			DISPOSABLE GLASSWARE, VARIOUS BRANDS.....55%	
13	0.00000		1754205	\$0.000000 \$0.000000
			BOTTLES, LABORATORY, MISC.	
			DISPOSABLE GLASSWARE, CORNING BRAND.....48%	
			DISPOSABLE GLASSWARE, GOLD SEAL (FALCON) BRAND.....46%	
			DISPOSABLE GLASSWARE, KIMBLE BRAND.....45%	
			DISPOSABLE GLASSWARE, VARIOUS BRANDS.....55%	
14	0.00000		1931233	\$0.000000 \$0.000000
			HEMATOLOGY REAGENTS & CONTROLS FOR COULTER COUNTERS & HEMOGL	
			AUTOMATED HEMATOLOGY SYSTEMS, BECKMAN-COULTER BRAND.....10%	
15	0.00000		47555	\$0.000000 \$0.000000
			Medical Examination Equipment and Supplies (Not Otherwise Cl	
			HOSPITAL & MEDICAL EQUIPMENT & APPARATUS, VARIOUS BRANDS ON	
			WHICH NET UNIT COST EXCEEDS \$2,000.....33%	
			HOSPITAL & MEDICAL SUPPLIES, VARIOUS BRANDS ON WHICH THE NET	
			UNIT COST IS LESS THAN \$2,000.....52.2%	



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16	0.00000		1751020	\$0.000000
			HOT PLATES, LABORATORY	\$0.000000
			STANDARD AND STIRRING HOT PLATES, CORNING...33.5%	
			STANDARD AND STIRRING HOT PLATES, THERMOLYNE...36.8%	
			STANDARD AND STIRRING HOT PLATES, FISHER SCIENTIFIC...42.2%	
17	0.00000		49345	\$0.000000
			Incubators, Bacteriological	\$0.000000
			INCUBATORS (ALL TYPES) NAPCO BRAND AND PRECISION...31.8%	
			INCUBATORS (ALL TYPES) FISHER SCIENTIFIC.....42.3%	
18	0.00000		24096	\$0.000000
			Timers, Mechanical	\$0.000000
			LABORATORY TIMERS, CONTROL BRAND.....45%	
19	0.00000		15008	\$0.000000
			Cabinets, Counters, Shelves, etc., Ready-Made	\$0.000000
			LAMINAR FLOW CABINETS, LABCONCO BRAND.....26%	
			LAMINAR FLOW CABINETS, FISHER SCIENTIFIC BRAND.....12%	
20	0.00000		34580	\$0.000000
			Respiratory Protection Equipment and Parts (Including CPAP E	\$0.000000
			MASKS AND RESPIRATORS AND THEIR DISPOSABLE CARTRIDGES, MOLDEX	
			BRAND AND 3M BRAND.....35%	
21	0.00000		1151825	\$0.000000
			MEDIA, CULTURE	\$0.000000
			MEDIA PRODUCTS, DIFCO BRAND AND BBL BRAND.....30%	
22	0.00000		49058	\$0.000000
			Microscopes, All Types (For Electron See 490-29, and for Ope	\$0.000000
			MICROSCOPES, LEICA BRAND.....30%	
			MICROSCOPES, CARL ZEISS BRAND.....25%	
			MICROSCOPES, WESTOVER BRAND.....36%	
			MICROTOMES, LEICA BRAND.....30%	
			MICROTOMES, CARL ZEISS BRAND.....22%	
23	0.00000		0455453	\$0.000000
			OVENS, COMBINATION, ELECTRIC	\$0.000000
			OVENS, BLUE M BRAND.....33.3%	
			OVENS, LABLINE BRAND.....25%	
			OVENS, NAPCO BRAND AND PRECISION BRAND.....30%	
			OVENS, ISOTEM BRAND BY FISHER SCIENTIFIC.....38%	
24	0.00000		17567	\$0.000000
			Pipettors and Dispensers	\$0.000000
			PIPETTERS, EPPENDORF BRAND...30.5%	
			PIPETTERS, FINNPIPETTE BRAND...31.5%	
			PIPETTERS, FISHERBRAND BY LABSYSTEMS.....35%	
25	0.00000		17568	\$0.000000
			Plastic Ware, All Types	\$0.000000
			DISPOSABLE PLASTICWARE, FISHERBRAND.....60%	
			DISPOSABLE PLASTICWARE, OTHER MANUFACTURER BRANDS...AVERAGE 60%	
			DISPOSABLE GENERAL PLASTICWARE, CORNING BRAND..36.2%	
			DISPOSABLE TISSUE CULTURE PLASTICWARE, CORNING BRAND..40%	
			DISPOSABLE PLASTICWARE, FALCON BRAND.....40%	
			DISPOSABLE TISSUE CULTURE PLASTICWARE, FALCON	
			BRAND.....56.5%	
			DISPOSABLE PLASTICWARE, KIMBLE BRAND.....50%	
			DISPOSABLE TISSUE CULTURE PLASTICWARE, NAGEL/NUNC BRAND.....35%	



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26	0.00000		1756811	\$0.000000 \$0.000000
			BEAKERS (PLASTICWARE, REUSABLE) REUSABLE PLASTICWARE, NALGENE BRAND.....42.2% REUSABLE PLASTICWARE, DIFFERENT BRANDS.....58% CYRO PRODUCTS PLASTICWARE, NALGENE BRAND.....35%	
27	0.00000		4930920	\$0.000000 \$0.000000
			ELECTRODES, ION-SENSING PH ELECTRODES, FISHER SCIENTIFIC BRAND.....36% PH ELECTRODES, CORNING BRAND.....35% PH ELECTRODES, ORION BRAND.....30%	
28	0.00000		1752711	\$0.000000 \$0.000000
			METERS, PH PH METERS, FISHER SCIENTIFIC BRAND AND CORNING BRAND.....31% PH METERS, ORION BRAND AND ACCUMET BRAND.....31% PH PAPER, HYDRION BRAND....38.6% PLATE READER, BIO-TEK OR EQUIVALENT BRANDS.....10% XY RECORDERS, KIPP AND ZONEN BRANDS....34.1%	
29	0.00000		4155862	\$0.000000 \$0.000000
			REFRIGERATORS, LABORATORY LABORATORY REFRIGERATORS, PRECISION BRAND.....32% LABORATORY REFRIGERATORS, ISOTEM BRAND BY FISHER.....30% PORCELAIN PRODUCTS, COORS BRAND.....45% ROTARY EVAPORATORS, BUCHI BRAND AND LABCONCO BRAND.....30% SPIN VAC EVAPORATORS, LABCON BRAND.....20% RUBBER STOPPERS, FISHERBRAND BY PLASTICOID.....75%	
30	0.00000		06015745851	\$0.000000 \$0.000000
			SAFETY DEVICE SAFETY SUPPLIES (NET UNIT COST LESS THAN \$2,000).....35% SAFETY EQUIPMENT ITEMS (NET UNIT COST EXCEEDING \$2,000).....28%	
31	0.00000		49093	\$0.000000 \$0.000000
			Ultrasonic Equipment (For Research): Ultrasound Interferomet SHAKERS, THERMOLYNE BRAND.....30% SHAKERS, LABLINE BRAND.....30.5% SHAKERS, NEW BRUNSWICK BRAND.....5% SHAKERS, BURRELL BRAND.....35.5%	
32	0.00000		49084	\$0.000000 \$0.000000
			Spectrometers: Auger, Electron Energy Loss, X-Ray Frequency, SPECTROPHOTOMETERS, SPECTRONIC BRAND.....26.6% SPECTROPHOTOMETERS, TURNER INSTRUMENT BRAND.....27% STIRRERS, FISHER SCIENTIFIC BRAND.....35%	
33	0.00000		17585	\$0.000000 \$0.000000
			Syringes, Laboratory, Manual and Automatic MICRO SYRINGES, HAMILTON BRAND.....34% THERMOCYCLERS, EPPENDORF BRAND.....11% THERMOMETERS, FISHERBRAND.....55%	
34	0.00000		17592	\$0.000000 \$0.000000
			Tubing, Glass TUBING, LATEX OR RUBBER.....72.2% TUBING, SILASTIC.....42% TUBING, TYGON.....58% TUBING, DYNALON, HYGIENIC OR LONGWOOD.....70%	



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35	0.00000		49077	\$0.000000 \$0.000000
			Pumps, Liquid (Laboratory Type): Metering, Peristaltic, Syri	
			VACUUM PUMPS, PRECISION BRAND.....32%	
			VACUUM PUMPS, MAXIMA PLUS BRAND BY WELCH.....31%	
			VACUUM PUMPS, WELCH BRAND.....30%	
36	0.00000		1759315	\$0.000000 \$0.000000
			BATHS, WATER, LABORATORY, PARTS	
			VORTEX MIXERS, THERMOLYNE BRAND.....36%	
			VORTEX MIXERS, FISHER SCIENTIFIC BRAND.....52%	
			CIRCULATING AND REFRIGERATED WATER BATHS, NESLAB BRAND.....15%	
			CIRCULATING WATER BATHS, LAUDA BRAND.....32%	
			CIRCULATING AND REFRIGERATED WATER BATHS, LAUDA BRAND.....32%	
			CIRCULATING WATER BATHS, PRECISION BRAND.....31%	
37	0.00000		1759315	\$0.000000 \$0.000000
			BATHS, WATER, LABORATORY, PARTS	
			CIRCULATING AND REFRIGERATED WATER BATHS, PRECISION BRAND....31%	
			CIRCULATING WATER BATHS, FISHER SCI...35.5%	
			CIRCULATING AND REFRIGERATED WATER BATHS, FISHER SCI. 35.5%	
			STANDARD AND SHAKING WATER BATHS, PRECISION BRAND.....31%	
			STANDARD AND SHAKING WATER BATHS, FISHER SCI...35.5%	
38	0.00000		17595	\$0.000000 \$0.000000
			Water Purification Apparatus and Treatments (For Distilled,	
			WATER PURIFICATION SYSTEMS, BARNSTEAD/THERMOLYNE BRAND.....31%	
39	0.00000		490	\$0.000000 \$0.000000
			LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL	
			WATER SYSTEMS, MILLIPORE BRAND..... 5%	
			DRI-BATHS, THERMOLYNE.....20%	
			SPECTROPHOTOMETER ACCESSORIES, SPECTRONIC BRAND.....15%	
			SCIENCEWARE, BEL-ART BRAND.....30%	
			FILTRATION PRODUCTS, NALGENE BRAND.....35%	
			FREEZE DRYER ACCESSORIES, LABCONCO BRAND.....20%	
			CLAMPS, FISHER CASTALLOY BRAND.....30%	
			SPECTROPHOMETER CELLS, FISHER BRAND.....20%	
40	0.00000		490	\$0.000000 \$0.000000
			LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL	
			DETERGENT, FISHERBRAND.....30%	
			DRIERITE, DRIERITE BRAND.....20%	
			N-DEX GLOVES, BEST BRAND.....30%	
			KIMWIPES, KIMBERLY-CLARK BRAND.....50%	
			PIPET-AID, DRUMMOND BRAND.....25%	
			PARAFILM M, PARAFILM M BRAND.....40%	
			MILLI-Q FILTERS AND CARTRIDGES, FISHERBRAND.....18%	
41	0.00000		490	\$0.000000 \$0.000000
			LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL	
			GENERAL PURPOSE FREEZERS, FISHER SCIENTIFIC BRAND.....30%	
			ALLPAK-QORPAK, QORPAK BRAND.....38%	
			MICRON SEPARATIONS, OSMONICS BRAND.....20%	
			RECORDERS, LEM SERVOGOR BRAND.....20%	
			TUBING, NALGENE BRAND.....35%	
			PLATE READER, LABSYSTEMS BRAND.....15%	
42	0.00000		1935250	\$0.000000 \$0.000000
			KITS, ENZYME IMMUNOASSAY	
			ENZYMES-RESTRICTION MODIFYING, FISHERBRAND...28.5%	
			TAQ, FISHERBRAND.....40%	
			FILTRATION PRODUCTS, MILLIPORE BRAND AND AMICON BRAND..... 8%	
			PUMPS, MASTERFLEX BRAND.....10%	
			ENZYMES & KITS (RESTRICTION & MODIFYING) PANVERA/TAKARA.....15%	
			ENZYMES & KITS (ALL OTHER PRODUCTS) PANVERA/TAKARA BRAND..... 8%	



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43	0.00000		17514 Chromatography Supplies: Developing Tanks, Columns, Packing, CHROMATOGRAPHY IN THE FOLLOWING BRANDS: QORPAK.....50% SGE.....15% WHEATON.....35% I-CHEM.....15% CORNING ENVIRONMENTAL..30% INTERACTION.....15% WHATMAN TLC PLATES.....25% WATERS SEP PAK.....15% NATIONAL25% SELECTO15% KIMBLE.....20% OMNIFIT.....12% AGILENT.....20% ALLTECH.....12% VICI.....15% RESTEK.....12% UPCHURCH.....15% ULTRA STANDARD.....12%	\$0.000000 \$0.000000
44	0.00000		490 LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL MICROTOME ACCESSORIES, ZEISS BRAND AND LEICA BRAND.....12% SPECIAL PROMEGA ITEMS, PROMEGA "P II" BRAND ITEMS.....LIST PRICE SPECIAL LIFE SCIENCE SUPPLIERS IN THE FOLLOWING BRANDS..... 9% PIERCE, SBA, MEDIATECH, APPLIED SCIENCE, SIGMA-GENESYS KODAK SCIENTIFIC IMAGING SYSTEMS, FUJI MEDICAL SYSTEMS BIOWHITTAKER, BECKMAN-COULTER, ANNOVIS, FOTODYNE AMERICAN PEPTIDE COMPANY, IGE, PERKIN-ELMER, ZYLUX, ICN SPECTRONICS, PRECISION DETECTORS, PIERCE, POLAROID MILLIPORE MONTAGE KITS, GENPROBE	\$0.000000 \$0.000000
45	0.00000		490 LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL SPECIAL CHEMICAL SUPPLIERS IN THE FOLLOWING BRANDS..... 9% ABBOTT LABORATORIES, LABCHEM, SPEXCHEMICAL GLASSWARE, CORNING BRAND COVER GLASSES.....35% TITRATORS, BRINKMANN METROHM BRAND..... 5% PIPET TIPS, MOLECULAR BIOPRODUCTS BRAND.....25% CHEMICALS, ALFA AESAR BRAND..... 9%	\$0.000000 \$0.000000
46	0.00000		490 LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL ..22%.. DISCOUNT AVAILABLE FROM FISHER SCIENCE EDUCATION CATALOG FOR K-12: CATETORIES: BIOLOGY, MICROSCOPES AND SLIDE SETS, PRESERVED SPECIMENS, DISSECTING SUPPLIES; HEALTH & PHYSIOLOGY EQUIPMENT, ANATOMICAL MODELS; BIOTECHNOLOGY EQUIP/SUPPLIES, BLOOD STUDY KITS; AP BIOLOGY PRODUCTS, CHEMISTRY, MOLECULAR MODEL KITS; MICROSCALE CHEMISTRY, AP CHEMISTRY PRODUCTS; CHEMISTRY, MICROCHEMSTRY KITS, BOTTLED CHEMICALS, EARTH/ENVIRONMENTAL SCIENCE, ROCK, MINERAL SPECIMENS; ASTRONOMY EQUIPMENT, METEOROLOGY EQUIPMENT; ENVIRONMENTAL TEST KITS, AP ENVIRONMENTAL PRODUCTS, PHYSICS/PHYSICAL SCIENCE, MECHANICS EQUIPMENT & SUPPLIES; MODERN PHYSICS EQUIP., OPTICS EQUIPMENT AND SUPPLIES, DATA ACQUISITION, VISOR/IMAGILAB BUNDLES, HANDSPRING & IMAGIWORKS BRAND, MULTIMEDIA, SAFETY, GENERAL EQUIPMENT AND SUPPLIES	\$0.000000 \$0.000000
47	0.00000		490 LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL .. NUMERIC SPECIAL IOWA BIOTECHNOLOGY ASSOCIATION PRICING PER AGREEMENT NO. 0208-1197-04 IS ALSO AVAILABLE..	\$0.000000 \$0.000000



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48	0.00000		490	\$0.000000
				\$0.000000
			LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL	
			DOJ GRANT DISCOUNTS PER FEB. 4, 2003 MEMO FROM GEORGE HIMMES...	
			(EXCEPTIONS: INDUSTRIAL SCIENTIFIC, FIRE SAFETY AND DRAGER	
			ITEMS)	
			DISC. CODE/DESCRIPTION	DISC. CODE/DESCRIPTION
			35% ...096, FIRST AID	41% .177, SAFETY, GLOVES CORE
			25% ...158, MSA & SCOTT(UNIT ONLY)	42% .178, SAFETY GLOVES
			COMM.	
			27% ...159, MSA & SCOTT(NON-UNIT)	29% .179, SAFETY,
			RESPIR/SPE.	
			25% ...171, SAFETY INSTRUMENTS	35% .180, SAFETY,
			RESPIR/CORE	
			35% ...172, SAFETY CABINETS/EQUIP.	38.5% .181, SAFETY, FOOTWEAR
			35% ...173, SAFETY, PPE-SPECIALTY	35% .182, SAFE CONTAMINATION
			37% ...174, SAFETY, PPE-CORE ITEMS	37% .183, SAFE, SPECIALTY
			37% ...175, SAFETY, PPE-COMMODITY	40% .184, SAFETY MISC. CORE
			36% ...176, SAFETY, GLOVES/SPECIAL	35% .185, SAFETY MISC.



**STATE OF IOWA
MASTER AGREEMENT**

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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.